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Caliber Home Loans, Inc.
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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10

11 GREGORY NOTO,
12 Plaintiff,
13 v.
14 JP MORGAN CHASE BANK, N.A.;
CALIBER HOME LOANS, DOES 1-100
15 INCLUSIVE,
16 Defendants.
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Case No. 3:16-cv-00273-EMC

STIPULATION TO CONTINUE CMC AND
EXTEND DEADLINE FOR CALIBER HOME
LOANS, INC. TO RESPOND TO
COMPLAINT; DECLARATION OF
ANNMARIE MORI

[Proposed] Order filed concurrently

Assigned for All Purposes To:
Hon. Judge Edward M. Chen

1 Plaintiff Gregory Noto (“Plaintiff”) and defendant Caliber Home Loans, Inc. (“Caliber”),
 2 through their respective counsel of record, have agreed that in order to facilitate the parties’
 3 ongoing efforts to resolve this matter, good cause exists to stipulate to: (1) continue the April 12,
 4 2016 Initial Case Management Conference and related deadlines, for 60 days; and (2) further
 5 extend the April 8, 2016 deadline for Caliber to respond to the Complaint, by 30 days, as follows:

6 1. The Complaint in this action was filed by Plaintiff in San Francisco Superior Court
 7 on October 26, 2015 (the “Complaint”).

8 2. On or about January 15, 2016, Caliber removed the action to the United States
 9 District Court for the Northern District of California.

10 3. Pursuant to Federal Rule of Civil Procedure, Rule 81(c), governing deadlines
 11 relating to removal actions, Caliber’s original deadline to respond to the Complaint was January 22,
 12 2016.

13 4. The parties stipulated to an extension of the deadline for Caliber to respond to the
 14 Complaint up to and including March 9, 2016, in order to enable the parties to discuss whether this
 15 matter could be resolved by way of loan modification.

16 5. On February 26, 2016, Caliber made a written loan modification proposal to
 17 Plaintiff.

18 6. On March 21, 2016, Plaintiff rejected Caliber’s loan modification proposal, but
 19 advised Caliber that Plaintiff intends to make a counter-proposal.

20 7. Whereas, the parties desire to continue to focus their efforts on potential resolution
 21 of this matter, rather than incurring litigation costs and expenses.

22 8. Whereas, to facilitate those efforts, the parties further desire that the April 8, 2016
 23 deadline for Caliber to file its response to the complaint be continued by 30 days, and that the
 24 Initial Case Management Conference and associated requirements be continued approximately
 25 sixty days, in order that the deadlines for those requirements will be after Caliber responds to the
 26 Complaint.

27 9. Whereas, no prejudice will result to any party from any such extension.
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10. THEREFORE IT IS HEREBY STIPULATED, by and between Plaintiff and Caliber, that:

- (a) The deadline for Caliber to respond to the Complaint, be continued from April 8, 2016, up to and including May 9, 2016;
- (b) The last day for the parties to meet and confer pursuant to Rule 26(f) and Local Rule 16-9 be continued up to and including May 19, 2016;
- (c) The last day for the parties to meet and confer regarding the ADR selection process and file the ADR Certification be continued up to and including May 19, 2016;
- (d) The last day to file the Joint Case Management Statement be continued up to and including June 2, 2016; and
- (e) The Initial Case Management Conference be continued from April 12, 2016 to June 9, 2016 at 9:30 a.m. (or as soon thereafter as the Court may schedule it).

11. Whereas, the Northern District Local Rule 6-1 requires a proposed order where a proposed continuance or extension alters the date of any event or deadline set by the Court, therefore, the parties are submitting this Stipulation with a proposed order, filed concurrently.

Dated: March 23, 2016

MICHAEL YESK
YESK LAW

By: /s/ Michael Yesk

Michael Yesk
Attorneys for Plaintiff Gregory Noto
ANNMARIE MORI
TROYGOULD PC

Dated: March 23, 2016

By: /s/ AnnMarie Mori

AnnMarie Mori
Attorneys for Defendant
CALIBER HOME LOANS, INC.

DECLARATION OF ANNMARIE MORI

I, AnnMarie Mori, declare as follows:

1. I am an attorney at law duly licensed to practice before this Court. I am associated with the law firm of TroyGould PC, counsel of record for Caliber Home Loans, Inc. in this action. I have personal knowledge of the facts set forth in this Declaration and, if called as a witness, could and would testify competently to such facts under oath.

2. Pursuant to Local Rule 5-1(i)(3) of the Northern District, on March 23, 2016, concurrence in the filing of this document has been obtained from the other signatory, Michael Yesk.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 23rd day of March, 2016, at Los Angeles, California.

/s/ AnnMarie Mori

AnnMarie Mori